

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B2400433

PRINT DATE: 03/21/12

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1222521362
MONTAGE ENTERPRISES INC
140 ROUTE 94
P O BOX 631
BLAIRSTOWN, NJ
(866) 435-2457

07825

REFER QUESTIONS TO:

WALTER JOHNSON
(410) 767-4605
WALTER.JOHNSON@DGS.STATE.MD.US

ITB:

EXPR DATE: 02/28/13
POST DATE: 02/27/12

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

VENDOR TELEPHONE NUMBER: (908) 362-5353

STATEWIDE CONTRACT

FOR

NON O.E.M. ALAMO MOWER REPAIR PARTS

SCOPE: THIS CONTRACT DOES NOT OBLIGATE THE STATE OF MARYLAND TO PURCHASE ANY MINIMUM OR MAXIMUM QUANTITY THRU THE CONTRACT PERIOD. ORDERS FOR THE ACTUAL REQUIREMENTS MAY BE MORE OR LESS THAN LISTED. ORDERS AS REQUIRED.

CONTRACT PERIOD: DATE OF AWARD THRU FEBRUARY 28, 2013. THIS CONTRACT REPLACES BPO#001B0400512 THAT EXPIRED 02/28/12. THIS IS A ONE YEAR RENEWAL WITH NO RENEWAL OPTION REMAINING. TERMS AND CONDITIONS ARE THE SAME.

ORDERING PROCEDURE: USING AGENCY SHALL ISSUE A PURCHASE ORDER TO THE VENDOR FOR INVENTORY COMMODITIES COVERED BY THIS CONTRACT. THE VENDOR MUST ACCEPT THE MARYLAND CORPORATE PURCHASING CARD WITHIN THE PROCUREMENT OFFICER'S LIMITS FOR PURCHASES NOT EXCEEDING \$5,000.00.

DELIVERY: DELIVERY WILL BE MADE F.O.B. DESTINATION PREPAID AND ALLOWED FOR ORDERS OVER \$100.00 TO THE USING AUTHORITY LOCATION WITHIN FIVE (5) CALENDAR DAYS UPON RECEIPT OF ORDER AND TWO (2) DAYS FOR EMERGENCY ORDERS. VENDOR MUST MAINTAIN ADEQUATE STOCK LEVELS TO MEET THE NEEDS OF THE USING AUTHORITIES OF THE STATE OF MARYLAND.

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ALL OTHER NON-O.E.M. ALAMO PARTS OFF 2009 REPLACEMENT PARTS LIST NOT INDIVIDUALLY IDENTIFIED WITHIN TO BE DISCOUNTED 36% OFF LIST PRICE.

TAXES: THE STATE OF MARYLAND IS EXEMPT FROM FEDERAL AND STATE TAXES AND WILL NOT PAY OR REIMBURSE SUCH TAXES.

USAGE REPORT: A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR MONTHLY USING THE PROCESSING FEE MONTHLY USAGE REPORT FORM. THE REPORTS SHALL INCLUDE ALL P-CARD ORDERS. THE REPORT MUST BE FILED WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH MONTH.

ACCEPTANCE: THE VENDOR WILL BE BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT FOR THE DURATION UNLESS OTHERWISE CANCELLED BY THE DEPARTMENT OF GENERAL SERVICES. MANUFACTURER ITEMS DELIVERED UNDER THIS CONTRACT SHALL BE NEW OR LATEST MODEL EQUIPMENT, USED REFURBISHED OR REMANUFACTURED EQUIPMENT SHALL NOT BE ACCEPTED.

REGIONS SERVICES UNDER THIS CONTRACT:

REGION 1.....DORCHESTER, WICOMICO, SOMERSET, WORCESTER
REGION 2..... CAROLINE, KENT, TALBOT, CECIL, QUEEN ANNES
REGION 3..... HARFORD, BALTIMORE CITY, BALTIMORE COUNTY, ANNE ARUNDEL
REGION 4..... PRINCE GEORGE'S, CALVERT, CHARLES, ST. MARYS
REGION 5..... HOWARD, MONTGOMERY, FREDERICK, CARROLL
REGION 6.....GARRETT, ALLEGANY, WASHINGTON

ADDITIONAL USER CLAUSE: (A) PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES AND EQUIPMENT UNDER THIS CONTRACT:

1. A COUNTY OR BALTIMORE CITY;
2. A MUNICIPAL CORPORATION;
3. A GOVERNMENTAL AGENCY IN THE STATE;
4. A PUBLIC OR QUASI-PUBLIC AGENCY THAT;
 - (I). RECEIVES STATE MONEY; AND
 - (II). IS EXEMPT FROM TAXATION UNDER SECTION 501 C(3) OF THE INTERNAL REVENUE CODE;
5. A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT;
 - (I). EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL OF THE

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STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOL; AND

(II). IS EXEMPT FROM TAXATION UNDER SECTION 501 C(3) OF THE INTERNAL REVENUE CODE; OR

6. A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

(B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT. (C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NO IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION; (D) ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT; (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

QUALITY: THIS CONTRACT WILL BE CANCELLED UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. THE VENDOR WILL BE RESPONSIBLE FOR MONETARY DAMAGES LIMITED TO THE DIFFERENCE BETWEEN CONTRACT PRICE AND OPEN MARKET PURCHASE TO FULFILL THE CONTRACT.

PROCESSING FEE:

1. CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH THE MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. THE CHECK SHOULD BE MADE PAYABLE TO MARYLAND DEPARTMENT OF

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GENERAL SERVICES. THE EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER.

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$ 5,000 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	02215-000000	EA	.7800
NON-O.E.M. ALAMO MOWER REPLACEMENT REPAIR PART MOWER BLADE PN #HD8859			
0002	02215-000000	EA	767.3100
NON-O.E.M. ALAMO MOWER REPLACEMENT REPAIR PART MOTOR PN #001602			
0003	02215-000000	EA	.7800
NON O.E.M. ALAMO MOWER REPLACEMENT REPAIR PARTS MOWER BLADE PN #2000AF			
0004	02215-000000	EA	1.3800

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NON O.E.M. ALAMO MOWER REPLACEMENT REPAIR PARTS RING PN #100761

0005	02215-000000	EA	22.9000
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CUTTER AND SHREDDER (MOWER), FLAIL, ROTARY, REEL, AND SICKLE BAR PARTS

NON O.E.M. ALAMO REPLACEMENT REPAIR PARTS DEFLECTOR PN #106780

0006	02215-000000	EA	98.1800
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NON O.E.M. ALAMO MOWER REPLACEMENT REPAIR PARTS PIVOT PN #702706

0007	02215-000000	EA	241.0000
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NON O.E.M. ALAMO MOWER REPLACEMENT REPAIR PARTS SHAFT PN #001863

0008	02215-000000	EA	19.9000
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NON O.E.M. ALAMO MOWER REPLACEMENT REPAIR PARTS BELT PN #000702

0009	02215-000000	EA	162.0900
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NON O.E.M. ALAMO MOWER REPLACEMENT REPAIR PARTS KNIFE KIT PN
#02958540

0010	02215-000000	EA	371.3000
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NON O.E.M. ALAMO MOWER REPLACEMENT PARTS BEARING PN #02958131

END OF ITEM LIST

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL
INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

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ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR 21.11.08 DRUG AND ALCOHOL FREE WORKPLACE AND THAT THE CONTRACTOR SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS PURCHASE ORDER.

STATE FEDERAL TAX IDENTIFICATION NUMBER: 22-2521362

STATE PHONE NUMBER FOR PLACING ORDER: (908) 362-5353

STATE VENDOR CONTACT PERSON: TOM MONTANYA / DAVE MONTANYA
JOHN ALLISON/ MICHELLE PERELLI

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE